

Testimony before the Energy and Technology Committee

SB 465, "An Act Concerning the Purchasing of Propane"

March 18, 2010

Good afternoon Senator Fonfara, Representative Nardello, Senator Witkos, Representative Williams and members of the Energy and Technology Committee.

My name is Arthur Anderson. I live in Hartford and I am a general partner in a partnership which owns Country Place of Colchester, a 194-unit affordable rental housing development which is financed through CHFA.

I am here today in support of SB 465 because I believe it will lead to more competitive propane pricing.

Some sixteen years ago, when we were developing Country Place, we entered into a contract with a propane dealer to supply approximately 32 underground propane tanks along with the appropriate hardware and meters for each apartment. Natural gas service was not then, nor is it now, available from a regulated public utility supplier. Our tenants pay an average of \$920 per month for the two-bedroom apartments. In addition, those tenants pay an average of \$137 per month for propane which heats the apartment and the hot water. The propane dealer, which owns the tanks, charges an additional \$6.95 per unit per month as a service/equipment charge.

Under our contract and, I believe, either state law or regulation, only the tank's owner can fill those tanks. We have one option – if we want to purchase propane from another dealer which offers a more competitive price, we must purchase the tanks for an amount between \$60K and \$85K. This amount is in addition to the approximately \$230K in service/equipment charges which have already been levied and paid. That total of about \$300K is 4 to 5 times the cost of the 16 year-old tanks.

We also believe that we have not enjoyed competitive propane pricing. We cannot provide proof of that belief (other than anecdotal conversations regarding prices other propane users are charged). A large number of our tenants have complained about the cost of propane and, based on their research, they believe that they are being overcharged. No dealer will give us a formal quote for propane because they know that they will have to pay the \$60K-\$85K purchase price in order to supply the propane and that amount, apparently, is too much for them to amortize and keep their prices to us competitive.

With the passage of this bill, we believe that we will be able to obtain competitive prices for propane and the tank's owner will be able to continue to profit from the service/equipment charge of, call it, \$15K per year. Assuming the tank's owner's investment was even as much as \$60K in 1993, it has and will continue to receive a 25% return.

I know that the propane industry has concerns about safety factors which, I believe, they believe may arise if a dealer with poorly-trained employees fails to properly fill or inspect the equipment or if that equipment was improperly installed. While those dealers will not fill tanks owned by another dealer, they will fill tanks owned by non-dealers, particularly single-family home owners, so I am at a bit of a loss to understand the real reason why safety is a valid issue. Proper training and inspection seems to be the solution. I also understand that there are some concerns about liability insurance and that may be something of an issue but, our contract, for example, puts all liability on us.

The bottom line is that we need to find a way, either through law or regulation, which will allow consumers to shop for competitive propane prices and, once found, be able to put the product in the tank without being gouged.

Thank-you for the opportunity to present my views.



BULK PROPANE SERVICE AGREEMENT

BEMER PETROLEUM CORP.

210 Commerce Street, Glastonbury, CT 06033 • (203) 659-3515

BULK PROPANE SERVICE AGREEMENT

BEMER PETROLEUM CORP. (hereinafter called the "Seller")

hereby agrees to sell. The Country Place of Colchester a Limited Partnership
Limited Partnership

(hereinafter called the "Buyer") of C/O Marc Levine, Suite 100, 433 South Main St. West Hartford, CT

and all other locations or subsidiaries within Seller's delivery area, hereby agrees to buy the Buyer's entire requirements of propane and related equipment upon the following terms and conditions: 06110

1. This Agreement shall continue in effect for a period of five years from the 27th day of July 1993 and thereafter from year to year, unless certified written notice is given by either party to the other party, at least six months prior to the expiration of said original term or the expiration of any succeeding year, of the termination of this Agreement upon such expiration date. The initial term of this agreement shall be from the date hereof as specified, or the date of first delivery of product, whichever is later.

2. The Seller agrees to sell and the Buyer agrees to buy propane per the following classification and schedule:

PRODUCT TYPE	METHOD OF DELIVERY	F.O.B. POINT	UNIT PRICE
<u>Propane</u>	<u>metered</u>	<u>Destination</u>	\$ <u>see pricing addendum</u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
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NOTE: Product type defines actual product purchased. Method of Delivery shall be either performed by the Sellers bulk delivery service and supported with an associated bulk meter delivery ticket or delivery shall be performed via the Sellers cylinder method of delivery which will include an aggregate amount of propane as determined by actual cylinder size. Unit price shall mean either price per gallon as provided by Sellers bulk method of delivery or cylinder price (aggregate) as provided by sellers cylinder method of delivery.

3. Seller as part of this agreement, shall provide the following equipment on a lease basis only to the Buyer. Title to all equipment listed below shall remain under the title of the Seller:

EQUIPMENT DESCRIPTION	SERIAL NUMBER	BASIC EQUIPMENT CHARGE/FREQUENCY
<u>All propane tanks, propane gas mains, propane vapor meters and</u>		
<u>ancillary propane gas equipment such as; high and low pressure</u>		
<u>regulators, interconnecting hardware, locator tape, vapor meter</u>		
<u>brackets, annodes, hold down, etc. All to be located at Country</u>		
<u>Place of Colchester in Colchester, Connecticut. (SEE SCHEDULE A)</u>		

The Seller may from time to time reserve the right to adjust the basic equipment charge as the Seller deems necessary. If a basic equipment charge is not designated on the effective date of this agreement, the Buyer agrees to pay a future basic equipment charge if assessed by the Seller. The Buyer understands that the Seller has a certain sales expectation based on Buyers representation at the time of original agreement based on typical gas usage for the Buyers represented gas application. If the Buyers gas usage falls below the Sellers expectation, then a basic equipment charge will be assessed by the Seller pursuant to its currently published basic equipment charge schedule, to adequately offset the Sellers investment in fixed leased equipment as described above.

Additionally, the Buyer acknowledges that no other party, individual, company, corporation, etc. may tamper with, remove, or provide fuel delivery service to the equipment listed above unless written authorization is given by Seller to the Buyer to perform any or all of these aforementioned services.

4. The equipment described herein is the property of Seller, and rented or leased only for the duration of this Service Agreement. If for any reason, the above mentioned containers and/or equipment has to be dismantled upon expiration of this Agreement, said Seller has the right to enter Buyer's location during Seller's regular business hours to remove equipment or cylinders and will not be liable for any law suit and damages while being removed and/or dismantled by Seller. It is also understood that while the above mentioned equipment is in active service by the Buyer, the Buyer is responsible for any damages or loss of Seller's leased equipment.

5. Seller warrants that Propane delivered to Buyer shall conform to the specification(s) of HD grade 5 propane and that at the same time of delivery, Seller shall have good title and right to transfer the same and that the same shall be delivered free of encumbrances.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Determination of the suitability of the Propane furnished hereunder at the specification(s) set forth herein for the use contemplated by Buyer is the sole responsibility of Buyer. Seller shall have no responsibility in connection therewith.

Buyer acknowledges that there are hazards associated with the use of Propane, that it understands such hazards, and that it is the responsibility of Buyer to warn and protect its persons or employees and others exposed to such hazards through Buyer's storage and use of Propane. Buyer assumes all risk and liability for loss, damages or injury to persons or to property of Buyer or others arising out of the presence or use of Propane.

Seller's sole liability and Buyer's sole remedy for the non-delivery of Propane, or for the delivery of Propane not conforming to specification(s) shall be limited to the purchase price of the quantity of Propane not delivered or the purchase of the non-specification(s) Propane delivered. Buyer recognizes that from time to time certain products may be in short supply. In said event the Seller will be given a reasonable time, not to exceed two weeks, to deliver the product to the Buyer during which time the Buyer will not purchase said product from another supplier. Seller shall not be liable in contract or tort for any other direct, special, indirect or consequential damages, including by way of limitation, loss of use, loss of work in process, down time or loss of profits.

7. Terms: Net cash 30 days from date of delivery. Failure to pay either for propane, equipment rental, or basic equipment charges results in the Seller's right to equipment or cylinders and cancellation of this bailment contract. Customer grants the Seller's representatives access to the cylinders, containers or equipment for removal during regular business hours of the Buyer or Seller. In the event the Buyer does not make payment as stated herein above, the Seller, at its option, may refuse to deliver further products to the buyer or require that further deliveries be on a C.O.D. basis, including rental charges in advance. In the event the Seller exercises either of said options the Buyer will still be bound by all other terms and conditions of this agreement.

8. Service charge at 1 1/2% per month must be paid on all charges made during one month and not paid by the last day of the following month.

9. Collection - if collection is necessary customer agrees to pay Seller's cost of collection including an attorney and/or collection agency.

10. The Seller from time to time may be required to change the ~~pricing~~ ^{pricing} reflected in paragraph two of the agreement. These changes, whether as an increase or decrease, will be initiated by the Seller based on changes in cost of goods. (Sellers wholesale procurements for propane from producers and or brokers) and or operating costs which effect the Sellers operating margin. The Buyer acknowledges that the Seller offers goods and services through a competitive and freely operating market. Based on the dynamics of free market trade, the Seller agrees to always provide goods and services at a competitive price to the Buyer. In the event the Buyer concludes that the Seller's prices are not competitive and this conclusion is supported by a written quotation (reflecting unit price, F.O.B. point, rental, a lease and basic equipment charges) from a bonafide and established member of the Sellers industry, the Seller agrees to re-evaluate pricing to the Buyer within 15 days of receipt of documentation as previously described. If the Sellers prices are still considered by the Buyer to be uncompetitive after the Seller has re-evaluated pricing and presented it to the Buyer, then the Buyer is free to terminate its agreement with the Seller even though the life the agreement has not yet expired.

11. Sellers leased containers and equipment shall at all times remain and be the sole and exclusive property of the Seller and Buyer shall not have or obtain any property right therein. The Buyer also agrees that products purchased under this Agreement are for use by the Buyer and that nothing purchased under this Agreement will be resold while in the Seller's containers unless the Buyer is an authorized reselling agent of the Seller. The Buyer will not permit the refilling of any of the Seller's containers while in the possession of the Buyer with any propane or other gas product or material. The Seller at its option may waive the provision and/or provisions stated in this paragraph provided the Seller gives written prior permission for said provision and/or provisions to the Buyer.

12. The Seller at its option may arrange with an authorized Dealer of the Seller to fill the orders received from the Buyer pursuant to this agreement and to otherwise service the Buyer pursuant to this agreement.

13. This Agreement is subject to delays and non-delivery caused by strikes, riots, war, fires, acts of God, accidents, governmental orders and regulations curtailment of or failure in obtaining, sufficient electrical power, lack of transportation or distributive facilities, and other similar or different contingencies beyond the reasonable control of the Seller.

14. At expiration or cancellation date of Agreement, cylinders, containers or equipment leased, loaned or rented must be returned (unless notified by Buyer in writing prior to 30 days) within 30 days or at Seller's option, Seller may charge the current Seller's published price list for any and all cylinders, containers or equipment not returned. Rental at current standard rates, if less than standard or dealer rates, is applicable to all cylinders, containers, or equipment immediately after contract expiration or cancellation date.

15. Rental or Lease accruals must be paid until missing or nonreturned cylinders, containers or equipment are paid in full at published prices. Rental or Lease accrual paid or not paid on missing or nonreturned cylinders, containers, or equipment are not applicable to charges on cylinders, containers, or equipment not returned.

16. Customer grants Seller's personnel the right to remove Seller's cylinders, bulk containers and/or equipment from customer's property at any time for non-payment of Gas and/or Rental, Lease, or Demurrage charges.

17. The Buyer recognizes and acknowledges that the Seller has made a substantial investment to fulfill its obligations under this agreement and therefore it is predicated on the Buyer fulfilling the full term of this agreement. At the Seller's option, in the event of sale or merger of the Buyer's business or residence before expiration of the full term of this agreement, it is the Buyer's responsibility to notify and transfer all terms and conditions of this agreement to the new owner or owners.

18. The Buyer agrees that they will not substitute any products including gases, liquid containers and related equipment identified in paragraph #2 above unless the Seller agrees to such substitution. In the event the Buyer discontinues the use of any particular product described in paragraph #2 above, they will forthwith notify the seller in writing by a certified letter within 60 days and will not replace said products with a like or similar product unless the seller so agrees. Any such change or replacement in product of a like or similar nature will be purchased through the seller under the same terms and conditions set forth herein (except as to price) so long as the seller can supply such like or similar products. The price of any such like or similar product will be set forth by the seller in accordance with current replacement value.

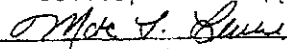
Upon termination of this agreement, the buyer shall return or make available for return, all equipment furnished on a lease basis during the life of the agreement, to the Seller. The leased equipment shall be returned or made available for return, immediately or at the Sellers convenience. The Buyer shall be responsible for damages to equipment which exceeds normal wear and tear and for any equipment not returned pursuant to the terms and conditions paragraph as set forth in the agreement. Seller will not be obligated to issue any credit for residual gas inventories returned unless the Buyer makes a written request for such credit within two weeks of these returned goods inventories. Seller, upon receipt of written request, will issue credit for gas inventories less the Sellers published equipment removal and gas inventory restocking charges. Any remaining credit will be first applied to the Buyers account and if a credit balance occurs, this balance will be reimbursed by check only to the Buyer.

19. Paragraphs one through eighteen constitutes the entire agreement between Seller and Buyer unless specified in addendum titled:

Pricing Addendum

Addendum to Bulk Propane Service Agreement

Country Place of Colchester
Limited Partnership
By: Country Place of Colchester
Development Corp.


Buyer's Signature

By: Marc S. Levine, President

Buyer's Title

BEMER PETROLEUM CORP.


Seller's Signature

Seller's Title


Seller's Approval

Title

PRICING ADDENDUM

TENANT ENERGY PROGRAM

THE FOLLOWING PROGRAM WILL APPLY TO ALL TENANTS AT THE DEVELOPMENT:

- | | | |
|----|---|----------|
| 1. | Monthly customer service charge: | \$ 6.95 |
| 2. | Meter activation charge: | \$ 29.95 |
| 3. | Meter deposit: | \$ 50.00 |
| 4. | Cost per 100 cubic feet per month for the first 8.00 CCF. | \$ 4.10 |
| 5. | Cost per 100 cubic feet for any cubic feet in excess of the first 8.00 CCF per month: | \$ 2.88 |

ADDENDUM TO
BULK PROPANE SERVICE AGREEMENT ("SERVICE AGREEMENT")
BETWEEN BEMER PETROLEUM CORP. AND
COUNTRY PLACE OF COLCHESTER LIMITED PARTNERSHIP

1. The following is added to the last paragraph of Paragraph 3 of the Service Agreement:

"In the event emergency service is required and Buyer is unable to contact Seller or in the event Seller fails to service or fails to respond to service calls by Buyer with respect to the equipment listed in the Service Agreement, Buyer may have another party, individual, company or corporation service the equipment and/or provide fuel delivery to such equipment for the operation of the LP Gas Energy System during the period of such emergency or the continuation of such failure only."

2. The following is added to the end of Paragraph 4 of the Service Agreement:

"Nothing contained herein shall relieve Seller from any damages caused by Seller's gross negligence or willful misconduct while on the property of Buyer. It is understood that Seller shall insure all of the equipment leased to Buyer pursuant to the Service Agreement and that Buyer shall not be responsible for carrying any insurance on the equipment. Buyer shall only be responsible for damage to the equipment caused by Buyer's gross negligence or willful misconduct."

3. The following is added to the end of the first paragraph of Paragraph 6 of the Service Agreement:

"Seller shall be obligated to and shall have the responsibility to furnish Propane to Buyer which meets the specifications set forth in the Service Agreement."

4. The following is added to the end of the third paragraph of Paragraph 6 of the Service Agreement:

"Notwithstanding anything to the contrary contained herein the parties agree as follows: (a) in the event Seller is unable to deliver Propane or is unable to deliver Propane which conforms to the specifications contained in the Service Agreement, Buyer may, upon written notice to Seller, purchase Propane (or purchase

Propane which conforms to the specifications contained in the Service Agreement) from another supplier until such date as Seller shall notify Buyer in writing that Seller is able to supply such Propane and/or is able to deliver Propane which conforms to the specifications in the Service Agreement, (b) in the event Seller shall deliver Propane which does not conform to the specifications set forth in the Service Agreement and as a result thereof damage to the LP Gas Energy System or any equipment using the Propane occurs, Seller shall be solely responsible for repairing all such damage at its sole cost and expense."

The parties agree that in the event the Seller materially defaults in the performance of the Service Agreement and such default shall continue for a period of ten (10) days after written notice of such default given by Buyer to Seller, then in such event, Buyer may, at its election, have the equipment serviced by another party and may purchase Propane from another supplier. Seller hereby consents, in such event, to the equipment being serviced by another party. In the event the Service Agreement shall be terminated as a result of a default by Seller, Buyer may, at its option, purchase the equipment from Seller for a price determined in accordance with Paragraph 19(a) hereof or have Seller remove the equipment.

Default by Seller shall exclude events of force majeure as defined in Paragraph 13 of the Service Agreement.

In the event Seller shall remove the equipment pursuant to the provisions of this Paragraph 6 or Paragraph 19 hereof, Seller shall restore the property to the same condition as existed prior to such removal and to coordinate the removal of the equipment so that the project will not, at any time, be without fuel service.

5. Paragraph 7 of the Service Agreement is deleted and the following is substituted therefore:

"Seller agrees to enter into direct contracts with each tenant of the property and to look solely to such tenants for payment with regard to all Propane purchased by such tenant. The terms of such contracts may provide for net cash to be paid within thirty (30) days after delivery, and the failure of a tenant to pay for Propane may result

in the Seller terminating the agreement with such tenant and the delivery of Propane to such defaulting tenant.

Buyer grants the Seller's representative access to the property for purposes of access to the equipment supplied pursuant to the Service Agreement and for the purpose of delivering Propane during regular business hours of Buyer or Seller. In the event that a tenant does not make payment as required under the agreement between Seller and such tenant, Seller may, at its option, refuse to supply further Propane to such tenant. In the event a meter for an apartment unit is activated at Buyer's request, then, until the earlier of (a) the date Seller has entered into a contract with the tenant of such apartment unit or (b) the date Buyer shall advise Seller to stop supplying Propane to such apartment unit, Buyer shall be responsible for all charges for propane service relating to such apartment unit in accordance with Pricing Addendums attached hereto, including the service charge of 1 1/2% per month for any sums unpaid within thirty (30) days after the date of the bill therefore.

Seller may charge a service charge of 1 1/2% per month on all charges made during one month and not paid within thirty (30) days after the date of the bill therefor."

6. Paragraphs 8 and 9 of the Service Agreement are deleted.
7. Paragraph 16 of the Service Agreement is deleted and the following is substituted therefore:

"In the event any tenant fails to pay for Propane supplied to it Seller shall have the right to refuse to supply further propane to such tenant and to take all action as is necessary in order to prevent the delivery of Propane to such tenant's apartment provided that any such action shall not effect tenants of other apartments in the Country Place Complex."

8. Paragraph 18 of the Service Agreement is modified by deleting the third sentence in the second paragraph thereof and by substituting the following therefore:

"Buyer shall be responsible for damages to the equipment which results from Buyer's gross negligence or willful misconduct."

9. The following is added as a new Paragraph 19 to the Service Agreement:

"(a) Buyer acknowledges that Seller, in order to provide the services and materials required to establish the LP Gas Energy System at **COUNTRY PLACE OF COLCHESTER**, shall make a substantial investment. It is further recognized by Buyer that in the event Buyer wishes to terminate the **SERVICE AGREEMENT** at the end of the initial agreement period or any time thereafter by purchasing propane from another supplier removal of all equipment leased by Seller under the Service Agreement would be not be feasible. In such event Buyer will compensate Seller for all services and materials provided at the time of original installation of all leased equipment. The amount of such compensation shall be Eighty-Five Thousand Dollars (\$85,000) which sum shall be reduced by the sum of One Thousand Six Hundred Sixty-Six Dollars (\$1,666) on each anniversary of the first day that Propane is delivered pursuant to the Service Agreement but in no event shall such compensation be reduced to less than Sixty Thousand and 00/100 Dollars (\$60,000).

(b) In the event Buyer no longer requires the use of Seller's equipment because Buyer, after the initial term, elects to convert to natural gas energy (called the **NATURAL GAS TERMINATION PROVISION**, if it becomes available, Buyer agrees to return to Seller all equipment leased under the Service Agreement and to compensate Seller for all costs, whether direct costs subcontractor costs, plus fifteen percent (15%) markup on such costs, for any and all excavation and work in connection with the removal of such equipment, provided, however, that in no event shall such costs exceed Twenty Thousand Dollars (\$20,000). Buyer shall also pay to Seller the sum of \$20,000 in consideration for such termination ("**TERMINATION AMOUNT**"), if termination of the Service Agreement should occur under this provision at the end of the initial term. If termination should occur after the initial term, the Termination Amount shall be reduced by the sum of Three Hundred Thirty-Three and 33/100 Dollars (\$333.33) for each calendar month which has elapsed after the initial term to the date of termination of the Service Agreement. In the event termination of service should occur more than one hundred twenty (120) months after the date Propane is first delivered pursuant to the Service Agreement, Buyer shall only be obligated to pay to Seller the costs associated with equipment removal as earlier described and limited.

10. Paragraph 20 is deleted and the following is substituted therefore:

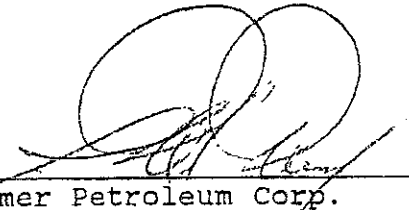
"Paragraphs 1-20, the Addendum to Bulk Propane Service Agreement and the Pricing Addendum constitute the entire agreement between Buyer and Seller and are sometimes collectively referred to herein as the Service Agreement.

Seller and Buyer agree to execute a notice of lease setting forth the terms of the Service Agreement, the equipment and the premises as Phase I of Country Place Apartments. Either party may file such notice on the land records of the Town of Colchester. Seller agrees to deliver to Buyer a release of such notice upon demand in the event the Service Agreement is terminated for any reason."

Dated at Hartford, Connecticut, this __ day of July, 1993.

Country Place of Colchester
Limited Partnership

By: Country Place of Colchester
Development Corp.
Its General Partner


Bemer Petroleum Corp.

By: Marc S. Levine
Marc S. Levine, Pres.

V.P.
Title T. Michael Morrissey

SCHEDULE A

DESCRIPTION OF PARCEL OWNED BY COUNTRY PLACE OF COLCHESTER LIMITED PARTNERSHIP

A certain piece or parcel of land as shown on a certain map entitled "Geometry Plan Prepared for Country Place of Colchester Limited Partnership Chestnut Hill Road and Norwich Avenue Colchester, Connecticut Scale 1" = 100' December 1, 1992 Rev. 1-7-93 1-14-93 1-25-93 1-29-93 2-4-93 Centroplex Surveying-Engineering P.O. Box 15 Colchester, CT Sheet 2 of 11", bearing map number 92-156 (the "Map"), being more particularly bounded and described, as follows:

Commencing at a point, which point lies in the southerly street line of Norwich Avenue and which point marks the northwest corner of property now or formerly of Moroch and the northeasterly corner of the herein described parcel; thence proceeding along land now or formerly of said Moroch, S 28°16'36" E, 279.76 feet to a point; thence proceeding along land now or formerly of Jones the following courses and distances: S 34°59'35" E, 304.79 feet to a point; thence continuing N 62°18'10" E, 535.29 feet to a point; thence proceeding along the westerly street line of Chestnut Hill Road the following courses and distances: S 44°59'56" E, 56.24 feet to a point; thence continuing S 40°18'38" E, 227.96 feet to a point; thence continuing S 41°16'15" E, 67.97 feet to a point; thence proceeding along Lot 3 as shown on said map the following courses and distances: S 52°58'13" W, 327.60 feet to a point; thence continuing S 41°16'15" E, 200.55 feet to a point; thence proceeding along land now or formerly of Bible Baptist Church the following courses and distances: S 52°58'13" W, 412.98 feet to a point marked by an iron pin; thence continuing S 39°05'16" E, 300.56 feet to a point; thence proceeding along the northerly street line of Connecticut Route #2 S 50°58'35" W, 990.68 feet to a point marked by an iron pin; thence proceeding along land now or formerly of Quinn and McGuinness, in part by each, N 15°16'27" W, 265.95 feet to a point; thence proceeding along land now or formerly of said McGuinness, S 74°03'01" W, 271.07 feet to a point; thence proceeding along land now or formerly of Enus the following courses and distances: S 74°09'25" W, 82.55 feet to a point; thence continuing S 76°33'34" W, 105.78 feet to a point; thence continuing S 68°38'40" W, 53.43 feet to a point; thence continuing S 77°11'00" W, 65.27 feet to a point; thence proceeding along land now or formerly of Brennan the following courses and distances: N 28°23'54" W, 25.23 feet to a point; thence continuing N 47°35'07" W, 171.98 feet to a point; thence proceeding along land now or formerly of Drewes the following courses and distances: N 50°46'34" W, 122.88 feet to a point; thence continuing N 40°04'34" W, 54.58 feet to a point; thence proceeding along land now or formerly of Goldstein the following courses and distances: N 18°34'45" E, 229.15 feet to a point; thence continuing N 75°05'53" W, 50.00 feet to a point; thence continuing N 14°54'07" E, 193.70 feet to a point; thence continuing N 04°54'07" E, 341.13 feet to a

SCHEDULE A

-2-

point; thence continuing N 38°54'07" E, 342.33 feet to a point; thence continuing N 14°54'07" E, 110.00 feet to a point marked by an iron pin; thence proceeding along land now or formerly of Rutka N 84°25'17" E, 212.36 feet to a point; thence proceeding along Lot 2 as shown on said map the following courses and distances: N 84°25'17" E, 200.13 feet to a point; thence continuing N 03°30'00" W, 397.86 feet to a point; thence proceeding along the southerly street line of Norwich Avenue the following courses and distances: N 81°37'13" E, 99.97 feet to a point; thence continuing N 74°06'18" E, 92.91 feet to the point or place of beginning.

Being the same premises shown as Lot No. 4 on a certain map entitled "Four Lot Subdivision Prepared for Al Goldstein Norwich Ave. & Chestnut Hill Rd. Colchester, Connecticut Scale 1"=100' August 24, 1987 Rev. 12-8-87, 3-8-88, 12-17-91 Sheet 2 of 3" prepared by Centroplex Engineering, Colchester CT, a copy of which map has been recorded with the Town Clerk of the Town of Colchester in Drawer 30 as Map No. 1034.

TOGETHER WITH THE FOLLOWING EASEMENTS AND APPURTENANT RIGHTS:

1. The right to pass and repass over a certain area identified as the "Goldstein Easement Area", as more particularly described in Schedule A-2, attached hereto and made a part hereof, for purposes of providing vehicular and pedestrian access, together with the additional rights to construct a roadway and install utilities, all as more particularly set forth in a certain Access Easement Agreement entered into by and among Country Place of Colchester Limited Partnership (the "Partnership"), H. Renee Goldstein and The Estate of Alfred Goldstein dated as of March 31, 1993 and recorded on April 12, 1993 in Volume ___ at Page ___ of the Colchester Land Records.

2. The temporary easement and right of way to enter upon the Easement Areas, as more particularly described in Schedule A-3, attached hereto and made a part hereof, as defined in a certain Grant of Easements by and among the Partnership, H. Renee Goldstein and The Estate of Alfred Goldstein dated as of March 31, 1993 and recorded in the Colchester Land Records on April 12, 1993 in Volume ___ at Page ___, which temporary right of way and easement have been granted to enable the Partnership to construct the Colchester Municipal Systems (as defined therein).